

## **REMARKS/ARGUMENTS**

Applicants wish to thank the Examiner for the careful review of the IDS, claims, specification, and drawings.

### **Specification**

Paragraphs [0066], [0085], [0087], [00129], and [00179] have been amended to correct editorial problems.

No new subject matter has been added.

### **Claims**

Claims 1, 8, 9, 13, and 15 have been amended.

After entry of this amendment, claims 1-18 are pending

It is respectfully submitted that each and every feature recited in the pending claims is fully supported in the specification, drawings, and claims as filed. No new subject matter has been added.

## **Rejections under 35 USC § 112**

The Office Action argues that claims 1, 8, 9, and 15 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

### **Claims 1 and 8**

Regarding claims 1 and 8, the Office Action argues that the term “potentially suitable derivative contracts” is a relative term which renders the claim indefinite.

Claims 1 and 8 have been amended such that the term “potentially suitable” is deleted. It is respectfully requested that the rejections be removed.

No new subject matter has been added.

### **Claim 9**

Regarding claim 9, the Office Action argues The term “potentially future shipments” is a relative term which renders the claim indefinite.

Claim 9 has been amended such that the term “potentially” is deleted. It is respectfully requested that the rejections be removed.

No new subject matter has been added.

Claims 15

Regarding claims 15, the Office Action argues that the term “upon performance time” is unclear.

Claim 15 has been amended such that the term “upon performance time” is replaced with “based on performance time.” It is respectfully requested that the rejections be removed.

No new subject matter has been added.

**Rejections under 35 USC § 103**

The Office Action argues that claims 1-4, 9, 14, 17, and 18 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Nafeh et al. (USPub. No. 2002/0069155), hereinafter “Nafeh,” in view of Haigh (“Hedging foreign currency, freight, and commodity futures portfolios--A note”, The Journal of Futures Markets, Hoboken: Dec 2002. Vol. 22, Iss. 12; pg. 1205), hereinafter “Haigh.”

The Office Action also argues that claims 5-7, and 13 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Nafeh in view of Haigh in further view of Hunt et al. (US Patent No. 5,724,524), hereinafter “Hunt.”

The independent claim 1 has been amended to clarify that the first mode and the second mode are transportation modes and that the first mode is different from the second mode. It is generally understood that first and second modes of transportation modes are transportation modes and that a first mode is different from a second mode.

Applicants respectfully request reconsideration of the rejections.

The Office Action acknowledges (Point 19, Page 9) that Nafeh and Haigh do not teach the limitations of the first and second modes of transportation being different modes. However, the Office Action argues that Examiner interprets Hunt’s combination of categories as inclusive of Applicant’s first and second modes of transportation (Point 19, Pages 9-10).

It is respectfully submitted that even if Hunt’s combination of categories is interpreted as inclusive of Applicant’s first and second modes of transportation, combining the teachings of

Hunt, Nafeh, and Haigh does not result in the invention claimed in claim 1. For example, Hunt teaches that the broad characteristics of the derivatives would comprise a Shipping Equivalent Unit, or SEU, and that the SEU comprises a contract length, a contract price, etc. (Col. 3, Lines 17-55). In other words, Hunt teaches combining categories (which the Examiner interprets as inclusive of transportation modes) into one single contract having a signal contract length and a single contract price.

In contrast, claim 1 requires selecting separate contracts, including the first derivative contract for the first transportation mode and the second derivative contract for the second transportation mode, to satisfy the derivative purchase request. By teaching a single contract rather than separate contracts for different transportation modes, Hunt teaches away from the invention of claim 1.

For the aforementioned reasons and others, it is respectfully submitted that independent claim 1 is novel, non-obvious, and patentable over the cited arts of records, taken alone or in combination.

Claims 13 and 15 have been amended to avoid antecedent problems.

It is also respectfully submitted that claims 2-18 which depend from claim 1 also are novel, nonobvious, and patentable not only due to their dependence from the patentable parent claim 1 but also due to their recitations of independently patentable features.

It is respectfully requested that the rejections be removed.

No new subject matter has been added.

**CONCLUSION**

In view of the discussion herein, Applicant(s) believe that all pending claims are allowable and respectfully request a Notice of Allowance for this application from the Examiner. Should the Examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned can be reached at 408-213-9540.

Applicant Petitions for two (2) month Extension of Time. Enclosed is our Credit Card Payment Form for \$230.00 in payment of the two (2) month Extension of Time fee. However, the Commissioner is authorized to charge any fees beyond the amount enclosed which may be required, or to credit any overpayment, to Deposit Account No. 50-2284 (Order No. FFRT-P001).

Respectfully submitted,  
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